

**MEMORANDUM**

**SUBJECT:** West Lake Landfill Financial Assurance Instrument

**FROM:** Bradley Vann, Region 7 Superfund Division, Missouri/Kansas Remedial Branch

**THRU:** Jeff Field, Chief  
Region 7 Superfund Division, Missouri/Kanas Remedial Branch

**TO:** Region 7 Litigation Center

**DATE:** August 4, 2015

The original Letter of Financial Assurance from Wells Fargo for the West Lake Landfill Superfund Site has been given to the Superfund Records Manager. The financial assurance instrument is in the form of:

- ☐ Trust Funds
- ☒ Surety Bond
- ☐ Letter of Credit
- ☐ Insurance
- ☐ Financial Test
- ☐ Corporate Guarantee

The original financial assurance instrument and this memorandum will be filed in the fireproof filing cabinet located in the Superfund Litigation Room.

Please contact the Superfund Litigation Room (913-551-7766) if you need access to the original financial assurance instrument.

Attachment

cc: Alyse Stoy  
Office of Regional Counsel

July 30, 2014

**MEMORANDUM**

TO: John Phillips, PLMG/FMSS  
FROM: David Hoefer, CNSL/SPFD *DH*  
SUBJECT: West Lake Landfill (0714) Financial Assurance – OU1 – CERCLA-07-2014-0002

John, I am hand-delivering to you the original FA submittals from the Respondents to the above-referenced matter, including the original Performance Bond. The dollar amount appears adequate. Please review and let me know if you have any questions or comments about the adequacy of the FA. Once your review is complete, please return the original materials to me so that I can have them secured in the lit room.

Thanks.

Copy to site file.



Wells Fargo  
Insurance Services USA, Inc.  
15 South Main Street, 3rd Floor (29601)  
Post Office Box 3478  
Greenville, SC 29602

Tel: 864 233 9626  
Toll Free: 866 338 7154  
[www.wellsfargo.com/wfis](http://www.wellsfargo.com/wfis)

July 29, 2014

Mr. Dan Gravatt, SUPR/MOKS  
USEPA Region VII  
11201 Renner Blvd.  
Lenexa, KS 66219

**RECEIVED**

**JUL 30 2014**

**SUPERFUND DIVISION**

RE: Bond Number: [REDACTED]  
Obligee: United States Environmental Protection Agency, Region VII  
Description: Corrective Action West Lake Landfill Superfund Site  
Bond Amount: \$582,000.00

Dear Mr. Gravatt:

We are pleased to enclose the captioned bond. .

Thank you and please call me should you have any questions.

Sincerely,

Johanne S. Puckett  
Wells Fargo Insurance Services  
Greenville, SC 29601  
[Johanne.Puckett@wellsfargo.com](mailto:Johanne.Puckett@wellsfargo.com)  
864.527.4687

Enclosures

Together we'll go far



## PERFORMANCE BOND

Surety's Performance Bond Number: [REDACTED]  
Date of Execution of Performance Bond: July 24, 2014  
Effective Date of Performance Bond: August 1, 2014  
Total Dollar Amount of Performance Bond: \$582,000.00

### Principal:

Legal Name and Address: Bridgeton Landfill, LLC and Rock Road Industries, Inc.  
12976 St Charles Rock Rd  
Bridgeton, MO 63044

Type of Organization: Limited Liability Corporation  
State of Organization: Delaware

### Surety:

Legal Name and Address: Ohio Indemnity Company  
6140 Parkland Blvd.  
Suite 300  
Cleveland, Ohio 44124

Type of Organization: Corporation  
State of Organization: Ohio

### Beneficiary:

Legal Name and Address: United States Environmental Protection Agency, Region VII  
11201 Renner Blvd.  
Lenexa, KS 66219

### Site Information:

Name and Location of Site: West Lake Landfill Superfund Site  
Bridgeton, St. Louis County, Missouri

EPA Identification Number: CERCLA-07-2014-0002  
Agreement Governing Site Work: Preconstruction Activities to support and prepare for design, construction and maintenance of Isolation Barrier at West Lake Landfill



**KNOW ALL PERSONS BY THESE PRESENTS, THAT:**

**WHEREAS**, said Principal is required, under the above-described Agreement entered pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), to perform the "Work" as defined in such Agreement (hereinafter, the "Work") and to fulfill its other obligations as set forth therein; and

**WHEREAS**, said Principal is required by the Agreement to provide financial assurance securing its full and final completion of the Work.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Principal and Surety hereto are firmly bound to the United States Environmental Protection Agency (hereinafter, "EPA"), in the above total dollar amount for the performance of the Work, which we, the Principal and Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, subject to and in accordance with the terms and conditions hereof.
2. The conditions of the Surety's obligation hereunder are such that if the Principal shall promptly, faithfully, fully, and finally complete the Work in accordance with the terms of the Agreement, the Surety's obligation hereunder shall be null and void; otherwise it is to remain in full force and effect.
3. The Surety shall become liable on the obligation evidenced hereby only when the Principal fails to perform all or any part of the Work pursuant to and in accordance with the terms of the Agreement. At any time and from time to time upon notification by the EPA Regional Administrator or Regional Superfund Director for **EPA Region VII** (or any of their designees) that the Principal has failed to perform all or any part of the Work, the Surety shall promptly (and in any event within fifteen (15) days after receiving such notification):
  - (a) Commence to complete the Work to be done under the Agreement in accordance with its terms and conditions; or
  - (b) Pay funds up to the Total Dollar Amount in such amounts and to such person(s), account(s), or otherwise as the EPA Regional Administrator or

Regional Superfund Direction (or their designee) may direct.

If the Surety does not render such performance set forth above within the specified 15-day period, the Surety shall be deemed to be in default of this Performance Bond and EPA shall be entitled to enforce any remedy available to it at law, in equity, or otherwise; provided, however, that if such default is susceptible of cure but cannot reasonably be cured within such fifteen (15) day period and provided further that Surety shall have commenced to cure such default within such fifteen (15) day period and thereafter diligently proceeds to perform the same, such fifteen (15) day period shall be extended for such time as is reasonably necessary for Surety in the exercise of due diligence to cure such default, such additional period not to exceed ninety (90) days.

4. The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the Total Dollar Amount of this Performance Bond, but in no event shall the aggregate obligation of the Surety hereunder exceed the amount of said sum.

5. The Surety may cancel this Performance Bond only by sending notice of cancellation to the Principal and to the EPA Regional Administrator for **EPA Region VII**, provided, however, that no such cancellation shall be effective during the 120-day period beginning on the date of receipt of the notice of cancellation by both the Principal and the EPA Regional Administrator. If after ninety (90) days of such 120-day period, the Principal has not established a replacement financial assurance mechanism pursuant to and in accordance with the terms of the Agreement, EPA shall have the right to enforce performance and/or draw upon the full amount of this Performance Bond.

6. The Principal may terminate this Performance Bond only by sending written notice of termination to the Surety and to the EPA Regional Administrator for **EPA Region VII**, provided, however, that no such termination shall become effective unless and until the Surety receives written authorization for termination of this Performance Bond by the EPA Regional Administrator (or his or her designee).

7. Any modification, revision, or amendment which may be made in the terms of the Agreement or in the Work to be done there under, or any extension of the Agreement, or other forbearance on the part of either the Principal or EPA to the other, shall not in any way release the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors or assigns from liability hereunder. The Surety hereby expressly waives notice of any change, revision, or amendment to the Agreement or to any related obligations between the Principal and EPA.

8. The Surety will immediately notify EPA of any of the following events: (a) the filing by the Surety of a petition seeking to take advantage of any laws relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts; (b) the Surety's consent to (or failure to contest in a timely manner) any petition filed against it in an involuntary

case under such bankruptcy or other laws; (c) the Surety's application for (or consent to or failure to contest in a timely manner) the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator, or the like of itself or of all or a substantial part of its assets; (d) the Surety's making a general assignment for the benefit of creditors; or (e) the Surety's taking any corporate action for the purpose of effecting any of the foregoing.

9. Any provision in this Performance Bond that conflicts with CERCLA or any other applicable statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or legal requirement shall be deemed incorporated herein.

10. All notices, consents, approvals and requests required or permitted hereunder shall be given in writing and shall be effective for all purposes if hand delivered or sent by

(a) certified or registered United States mail, postage prepaid, return receipt requested or

(b) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, to the address shown on this first page of this Performance Bond.

All notices, elections, requests and demands under this Performance Bond shall be effective and deemed received upon the earliest of (a) the actual receipt of the same by personal delivery or otherwise, (b) one (1) business day after being deposited with a nationally recognized overnight courier service as required above, or (c) three (3) business days after being deposited in the United States mail as required above. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of the notice, election, request, or demand sent.

11. The Surety hereby agrees that the obligations of the Surety under this Performance Bond shall be in no way impaired or affected by any winding up, insolvency, bankruptcy or reorganization of the Principal or by any other arrangement or rearrangement of the Principal for the benefit of creditors.

12. No right of action shall accrue on this Performance Bond to or for the use of any person other than EPA or the executors, administrators, successors or assigns of EPA.

**[SIGNATURES ON FOLLOWING PAGE]**



**IN WITNESS WHEREOF**, the Principal and Surety have executed this Performance Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby represent, warrant, and certify that they are authorized to execute this Performance Bond on behalf of the Principal and Surety, respectively.

Attest:

Name: Jacqueline Hampton

PRINCIPAL: Bridgeton Landfill, LLC Bridgeton Landfill, LLC and Rock Road Industries, Inc.  
a corporation organized and in good standing in the State of Delaware

By:

Name: Johanne S.. Puckett

Title: Attorney-in-fact

SURETY: Ohio Indemnity Company  
a corporation organized and in good standing in the State of Ohio

Attest:

Name: Jacqueline Hampton

By:

Name: Michelle Patterson

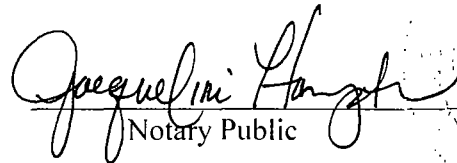
Title: Attorney-in-fact

**CORPORATE ACKNOWLEDGMENTS**

STATE OF South Carolina

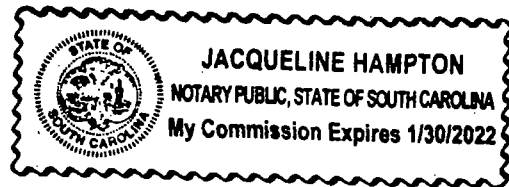
COUNTY OF Greenville

On July 24, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Johanne S. Puckett, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.


  
Notary Public

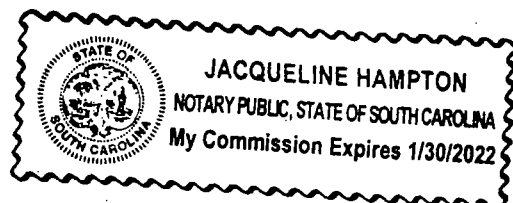
STATE OF South Carolina

COUNTY OF Greenville



On July 24, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Michelle Patterson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

  
Notary Public



## **POWER OF ATTORNEY**

Republic Services, Inc., a Delaware corporation and having its chief place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints WELLS FARGO INSURANCE SERVICES USA, INC., acting through and by any of Johanne S. Puckett and/or Michelle Patterson and/or Jacqueline Hampton, its true and lawful attorney and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

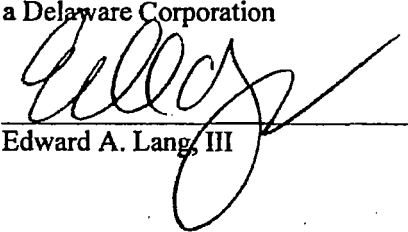
1. Surety bonds and/or bid bonds to the United States of American or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds and/or bid bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

To sign and seal all bid bonds and surety bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, recycling or disposal services by REPUBLIC SERVICES, INC. and its subsidiaries. REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever WELLS FARGO INSURANCE SERVICES USA, INC. shall lawfully do pursuant to this power of attorney and the Client Service Agreement dated October 15, 2008 between WELLS FARGO INSURANCE SERVICES USA, INC. and REPUBLIC SERVICES, INC. and until notice or revocation has been given by REPUBLIC SERVICES, INC. the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 29th day of June, 2012, on behalf of REPUBLIC SERVICES, INC. by its Senior Vice President and Treasurer, Edward A. Lang, III

REPUBLIC SERVICES, INC.,  
a Delaware Corporation

  
\_\_\_\_\_  
Edward A. Lang, III

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 16<sup>th</sup> day of July, 2012 by Edward A. Lang, III Senior Vice President and Treasurer of Republic Services, Inc.

  
\_\_\_\_\_  
Notary Public



**OHIO INDEMNITY COMPANY**  
**COLUMBUS, OHIO**  
**POWER OF ATTORNEY**

POWER NO. [REDACTED]

KNOW ALL MEN BY THESE PRESENTS, that Ohio Indemnity Company, a corporation organized and existing under the laws of the State of Ohio with its principal office at 250 East Broad Street, 7<sup>th</sup> Floor, Columbus Ohio 43215, by and through the undersigned, its President, does hereby nominate, constitute and appoint:

Johanne S. Puckett and Jacqueline Hampton

as its true and lawful Attorneys-in-Fact to make, execute, attest, seal, acknowledge and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Four Million Dollars (\$4,000,000.00).

IN WITNESS WHEREOF, the Ohio Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 21st day of April, 2010.



**OHIO INDEMNITY COMPANY**

BY: *John S. Sokol*  
John S. Sokol, President

BY: *Stephen J. Toth*  
Stephen J. Toth, Vice President

Notary Public )  
State of Ohio )

SS:

On this 21<sup>st</sup> day of April, 2010, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came John S. Sokol and Stephen J. Toth of the Ohio Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



OFFICIAL SEAL  
SHERRY E. BIXLER  
NOTARY PUBLIC, STATE OF OHIO  
RECORDED IN PICKAWAY COUNTY  
MY COMMISSION EXPIRES 01/06/2015  
*Sherry E. Bixler*  
Sherry E. Bixler, Notary Public

State of Ohio )

SS:

I, the undersigned, Secretary of the Ohio Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force.

Signed and sealed in Columbus, Ohio this 24<sup>th</sup> day of July 2014.



BY: *Matthew C. Nolan*  
Matthew C. Nolan, Secretary

Any reproduction or facsimile of this form is void and invalid.